

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the “**Agreement**”), is entered into by and between MyCena® Inc. (“**MyCena**”) and the company you represent (“**Company**”) and is effective as of the time of your submission of your MyCena® Partner Advantage Inquiry Form (“**Effective Date**” and “**Inquiry Form**”, respectively). By submitting the Inquiry Form, you represent, warrant, and covenant to MyCena® that: (a) you are at least 18 years of age; (b) the information you submit in the Inquiry Form and your use of the site is and will be in compliance with all applicable laws, regulations, and the Terms of Use available at <https://mycena.co/terms-conditions/>, and (c) you have the authority to bind Company to this Agreement. The “**Purpose**” of this Agreement is to enable a potential business transaction or market alliance between the parties.

1. CONFIDENTIAL INFORMATION

(a) “**Confidential Information**” means all information disclosed by one party or its Representatives (the “**Disclosing Party**”) to the other party or its Representatives (the “**Recipient**”) before, on, or after the Effective Date, whether disclosed orally, in writing, or by electronic means, and which is either (i) identified as “confidential” or “proprietary” or (ii) information which a reasonable person under similar circumstances would understand to be confidential, including but not limited to financial and business information, product plans and roadmaps, technical documentation, methodologies and know-how, and information regarding each party’s customers, partners, and personnel.

(b) Confidential Information does not include information that: (i) is generally known to the public without any breach of any obligation on the part of Recipient or any of its Representatives; (ii) is lawfully obtained by Recipient from a third party who has the right to disclose it; (iii) was already known by Recipient at the time of the disclosure; or (iv) is independently developed by Recipient without reference to any of Disclosing Party’s Confidential Information.

2. OBLIGATION OF NON-DISCLOSURE

The parties agree: (i) not to use the Disclosing Party’s Confidential Information for anything other than the Purpose, (ii) to protect the Disclosing Party’s Confidential Information using the same degree of care with which it protects its own Confidential Information, but in no event less than reasonable care; and (iii) not to disclose Disclosing Party’s Confidential Information to any third party, except to its affiliates and its and their directors, officers, employees, agents, contractors, and representatives with a need to know and who are subject to confidentiality obligations that are no less restrictive than the terms and conditions of this Agreement (“**Representatives**”). Recipient is responsible for any breach of this Agreement by any of its Representatives. If required to disclose Confidential Information by law or court order, Recipient will

provide prompt written notice to allow the Disclosing Party to seek a protective order. Recipient will provide prompt written notice if it becomes aware of any unauthorized use or disclosure of Disclosing Party’s Confidential Information.

3. NO WARRANTY

All Confidential Information is provided “as is”. Neither party makes any warranty, express, implied or otherwise, as to the accuracy, completeness or performance of any Confidential Information.

4. RETURN OF CONFIDENTIAL INFORMATION

At the Disclosing party’s request, Recipient will promptly delete or return any Confidential Information. Notwithstanding the foregoing, Recipient may retain copies of Confidential Information in order to meet its legal or regulatory obligations, provided Recipient continues to handle the retained information in accordance with this Agreement.

5. INJUNCTIVE RELIEF

Recipient acknowledges that monetary damages may be an insufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party may seek injunctive and other equitable relief to protect its Confidential Information.

6. MISCELLANEOUS

(a) All Confidential Information shall remain the property of Disclosing Party. Nothing in this Agreement shall be construed as granting any right or license to Recipient, except as specifically set forth in this Agreement. This Agreement does not require either party to disclose information, perform any work, or enter into any license, business engagement or other agreement.

(b) This Agreement constitutes the entire agreement between the parties regarding the Confidential Information. Any modification or waiver of any provision of this Agreement must be separately agreed by the parties in writing.

(c) This Agreement shall be governed by and construed in according to the laws of State of California. Any legal suit, action, or proceeding arising out of to this Agreement shall be instituted exclusively in the applicable courts in San Francisco, California.

(d) Notices under this Agreement shall be sent to the appropriate party at the address set forth in the Inquiry Form. In the case of MyCena®, 7 Bell Yard, London WC2A 2JR, United Kingdom, and with a copy to contact@mycena.co.

(e) Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

(f) Either party may terminate this Agreement by providing the other party with ten (10) days’ written notice. Each party’s rights and obligations under this Agreement survive any termination of this Agreement for a period of five (5) years from the date of termination.